

Request for Proposals

COMMONWEALTH OF MASSACHUSETTS

TELECOMMUNICATIONS LEASING PROJECT
LEMUEL SHATTUCK HOSPITAL, JAMAICA PLAIN

August 25, 2006

Office of Real Estate

Commonwealth of Massachusetts
Division of Capital Asset Management and Maintenance
One Ashburton Place Boston, Massachusetts 02108-1511
(617) 727-8090 X 508

The Commonwealth makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, additional changes in, including changes in lease or conditions and different interpretations of, laws and regulations. Prospective tenants should undertake their own review and analyses concerning physical conditions, utilities, environmental conditions, applicable zoning, required permits and approvals, and ownership and other legal considerations. This RFP may be withdrawn without prior notice.

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SECTION 1 *INTRODUCTION*

Invitation to Bid

The Commonwealth of Massachusetts ("Landlord"), acting through its Division of Capital Asset Management and Maintenance ("DCAM") and the Department of Public Health ("DPH"), has been authorized by the Asset Management Board to enter into long-term, non-exclusive leases whereby FCC-licensed wireless-telecommunications-service providers or facilities-management companies may lease designated structures/areas located at Lemuel Shattuck Hospital in Jamaica Plain for the purpose of installing and operating telecommunications antennas and/or a monopole, and related equipment.

The Landlord is making the "Site(s)" described in Appendix A and Appendix A -1 available for the purpose of installing and operating telecommunications antennas and/or a monopole and related equipment.

Only one proposer will be chosen. The selected proposer(s) hereafter will be referred to as "Tenant." At the discretion of DCAM, the proposer may arrange to sublet the leased site to other telecommunications vendors subject to a suitability determination of the site by an engineer performed at the sole expense of the proposer and to according to a schedule of payments to be made to the Commonwealth which shall be subject to prior DCAM approval.

The purpose of this RFP is to provide for the leasing of the Site in an open, fair, competitive process that will serve the citizens of the Commonwealth of Massachusetts.

Process

The selection process involves the submission of leasing proposals responsive to this RFP, review of proposals by DCAM, interviews of one or more proponents at DCAM's sole option, provisional designation of **one** proposer by DCAM with acceptance of application fee, negotiation and execution of a Lease Agreement. DCAM reserves the right to reject all proposals or to solicit further offers from the proposing parties if it deems such action to be in the best interest of the Commonwealth.

Before submitting a proposal, proposers should review the form of "Lease Agreement Wireless Telecommunications Facility" (the "Lease") attached to this RFP as Appendix C. Several provisions of the Lease are unique to the Commonwealth of Massachusetts.

The submission of a proposal will be deemed to constitute a representation by the proposer that if selected and electing to proceed, the proposer will execute the Lease without material modification. Please indicate as part of your proposal on the form of "Proposed Rider to Lease" attached as Appendix E, any and all revisions of the Lease that you propose, regardless of whether you consider them to be "material." Please refer to Section 6 for the required Legal Documents.

Proposals must be received by DCAM at the address for submissions specified in this RFP no later than 5:00p.m. on October 13, 2006. Proposals received by DCAM later than 5:00p.m. on October 13, 2006 shall be rejected and deemed non-responsive, refused and returned to the respective proposers.

Telecopied or electronically mailed proposals will not be accepted. Please refer to Section 5 in this RFP for the proposal submission requirements.

The preparation and submission of any proposal by any person, group, or organization is totally at the expense of such person, group or organization.

This RFP and any amendments hereto will be posted on the Division of Capital Asset Management's telecommunications webpage: http://www.mass.gov/cam/whatsnew/WN_TelecomRFP.html.

Terms

Tenant will be required to obtain all permits and approvals required to install, operate, and maintain its antennas and related equipment.

Prospective proposers should undertake their own review and analyses concerning physical conditions, utilities, environmental conditions, applicable zoning, required permits and approvals, and other legal requirements. Proposers are subject to the local and municipal zoning and permitting processes.

SECTION 2 PROJECT DESCRIPTION

Pursuant to the authority granted by a vote of the Asset Management Board dated September 30, 2002, DCAM is making available for lease on a non-exclusive basis to a limited number of FCC-licensed wireless-telecommunications-service-providers or facilities-management companies the sites described in Appendix A and A-1 to accommodate the associated equipment necessary for a telecommunications facility. See the Location Plan attached as Appendix A and A-1. The permitted use under each lease shall be the installation, operation and maintenance of wireless telecommunications antennas and associated equipment.

The term of each lease will be ten years with an option to extend at Landlord's sole discretion for two five-year terms.

Each lease (the "Lease") shall include terms and conditions acceptable to DCAM, including but not limited to, those lease terms outlined in Section 4, Lease Information and Guidelines.

Upon lease execution, Tenant will be required to make a minimum deposit equal to three month's rent. The Lease rent will be payable annually, in advance, provided that Tenant will be given up to six months to design, permit and construct the Site before the obligation to pay rent commences.

Proposers should note that Landlord will not provide or maintain an equipment shelter or cabinet at the Site. This will be the responsibility of the Tenant.

The Lemuel Shattuck Hospital is an active public-health hospital. Operation of the cell tower shall not interfere with hospital operations.

The Landlord shall have the right to terminate the Lease or to require Tenant to relocate its equipment, if feasible, if Landlord determines, in the future in its sole discretion, that the telecommunications equipment at the Site will interfere with the operations of the Site as a hospital or is considered harmful to the health of visitors, patients or staff.

In its selection of a proposal, Landlord reserves the right to seek clarification of information supplied, to waive portions of the RFP, to waive any informalities in proposals, or to reject any and all proposals and to reject portions of proposals and to select another proposal(s) or to issue a new RFP, for any reason deemed appropriate by the Landlord in order to serve the best interests of the Commonwealth.

SECTION 3 *SITE INFORMATION*

Available Site

Description of the Site is presented in Appendix A and A-1.

Zoning

Tenant will be required to comply with applicable zoning by-laws and to obtain all necessary permits and approvals. The Commonwealth makes no representations regarding the applicability of local zoning by-laws to the proposed use of a Site.

The burden is on each proposer to independently identify, verify, and analyze the applicability of all such by-laws and the necessity of all such permits and approvals.

MEPA – Massachusetts Environmental Policy Act

Each proposer must independently identify and confirm any MEPA requirements for the proposer's proposal. Tenant will be required to sign a MEPA agreement as an attachment to the lease, that is attached to this RFP as Appendix D.

Utilities

The Commonwealth makes no representation whatsoever regarding the availability of any utility service at the Site. Tenant, at its sole cost and expense, must arrange for the installation of all necessary utility infrastructure and must contract directly with utility service providers for utility services at the Site. All utilities must be separately metered. _

Permitting, Approvals and Other Conditions

The Site is offered for lease "AS IS," and subject to any change in the condition of such Site prior to the Lease commencement date. The Landlord is not required to make any repairs or improvements to any portion of the Site before or during the term of the Lease.

Prospective proposers should undertake their own review and analysis concerning physical conditions, utilities, environmental conditions, applicable zoning by-laws, required permits and approvals, and other legal requirements.

Each proposer must independently confirm environmental and site conditions. The Commonwealth makes no representations or warranties, express or implied, regarding the environmental condition of the Site or any portion of this hospital, including, without limitation, the presence or potential presence of environmental hazards, pollutants, or contaminants within any structures or in the underlying land.

Proposers must also conduct their own feasibility tests to determine whether they can utilize the Site for their particular equipment and operations. No warranties or representations, express or implied, are made concerning the suitability of the Site for the purposes contemplated by the proposer.

Proposers must also obtain written confirmation by the City of Boston and any other governmental authorities having jurisdiction, that their equipment and operations will not interfere with any public-safety communications system.

Proposers intending to sublet space at the site shall include in its proposal the scope of offering, fee schedule, revenue projections, an engineering evaluation of the site's suitability for multiple vendors and description of the process for selecting sub-vendors.

Proposers will be given access to the Site prior to the submission deadline so they may examine the Site and conduct feasibility tests. Any prospective proposer wishing to conduct on-site tests prior to proposing will be given an opportunity to do so, provided that such proponent shall notify DCAM in writing its desire to conduct such testing and shall submit certificates of insurance naming the Commonwealth as co-insured, as required by Appendix E. All such testing must be completed on or before December 13, 2002, with time expressly of the essence.

A wireless-telecommunications facility currently operates on the campus of which the proposed Premises are a part. Said facility operates pursuant to a license granted by Lemuel Shattuck Hospital. Said license will be terminated upon the successful installation and commencement of operation of any new wireless-telecommunications facility pursuant to the lease contemplated by this RFP.

SECTION 4 LEASE INFORMATION AND GUIDELINES

The Commonwealth reserves the right to negotiate any and all aspects of the proposed lease terms and conditions, including rent, if in the opinion of Landlord it is in the best interest of the Commonwealth to do so.

The lease shall include terms and conditions acceptable to Landlord, including but not limited to, the following:

1. Premises will be used for installation, operation, and maintenance of telecommunications antennas and related equipment of a design acceptable to Landlord and any permitting authorities.
2. Premises are offered on an "as is" basis.
3. The lease will be a "triple-net" lease. Tenant shall be responsible for and pay for all costs in connection with operating and maintaining the Premises.
4. Tenant shall have 24-hours-a-day, seven-days-a-week access to the property provided that Tenant agrees to comply with all security-access-notification requirements as Landlord shall designate.
5. The initial lease term will be ten years with an option to extend at Landlord's sole discretion for two five year terms.
6. The option to extend may not be exercised if Tenant is in default.
7. The rent will include an annual escalator clause of no less than 4% per annum.
8. The rent will be paid annually in advance.
9. The rent will commence within six months of lease execution. A deferral of the commencement of rent may be granted at the option of Landlord.
10. A minimum deposit equal to at least three month's rent shall be required at lease execution.
11. If the telecommunications use interferes with the current use as a hospital or with any future redevelopment or change in use at the hospital site, the telecommunications equipment will be relocated or removed.
12. If Tenant's operations violate any public health standard or are deemed to be injurious by the Landlord to public health and Tenant does not remedy such, or is incapable of remedying such, then Landlord may have the option to terminate the lease upon 24 hours notice.

13. Tenant shall comply with all federal, state, and local laws, FCC regulations, codes, and ordinances affecting the property (including payment of federal, state, and local taxes).
14. The lease shall contain an Equipment Plan which shows clear descriptions of the site uses.
15. Tenant shall disclose the names of all persons with a direct or indirect beneficial interest in the lease and shall certify compliance with all tax and employment security contribution laws of the Commonwealth.
16. Tenant shall comply with all laws, rules, and regulations prohibiting discrimination.
17. Tenant shall agree not to store, transport, release, or dispose of any Hazardous Substances at the site, except as required for permitted uses (eg., in the case of a battery), and Tenant assumes responsibility for its operations being in compliance with all applicable federal, state and local laws, regulations and requirements.
18. Tenant agrees to sign a MEPA agreement as an attachment to the lease.
19. Upon expiration or termination of lease, Tenant shall remove equipment and restore the premises to their condition as of the lease commencement date.
20. Tenant shall not assign this lease. Any transfer, which directly results in a change of control in the Ownership of Tenant, such as a transfer of greater than 50% of the common shares of Tenant, if a corporation, shall be deemed an assignment, and therefore subject to Landlord's consent, in its sole discretion.
21. Such other lease terms and conditions may be included in the final document Appendix E executed by the Commonwealth and Tenant. The Commonwealth reserves the right to negotiate any and all aspects of the proposed lease terms and conditions if in the opinion of the Landlord it is in the best interest of the Commonwealth to do so.

SECTION 5 SUBMISSION REQUIREMENTS

The Commonwealth seeks proposals from any wireless telecommunications service provider or facilities-management company that is licensed by the United States Federal Communications Commission to provide wireless telecommunications service to the general public. Proposers must be capable of successfully performing the obligations of Tenant under the Lease. All proposals must include the information and materials described here which are required as a condition of any proposal being considered.

Any proposal-(s) not meeting submission requirements will be rejected in the sole discretion of Landlord.

Submission Deadline

The original proposal plus two complete copies of the proposal with all required documents must be sealed in an envelope or some other secure package and received by DCAM no later than 5:00 p.m., on October 13, 2006, at the address shown below. The envelope or package must bear a return name and address and be marked as shown in the example below:

Proposer's Name

Proposer's Return Address

DO NOT OPEN UNTIL 5PM EST on October 13, 2006

SEALED PROPOSAL – Public Health Telecommunications Project
Re: Lemuel Shattuck Hospital – Jamaica Plain
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
One Ashburton Place 15th Floor
Boston, MA 02108-1511

The following requirements will be strictly enforced:

The proposal must be in a sealed inner envelope addressed and marked as shown above.

An original proposal along with two copies must be submitted.

If sent via Express Mail, Federal Express or similar courier, the proposal must be in a sealed inner envelope addressed and marked as shown above.

Proposals received by DCAM later than 5:00 PM on October 13, 2006 shall be rejected and deemed non-responsive, refused and returned to the respective proposers. Proposals will be time-stamped by DCAM as they are received, and DCAM's time stamp will be controlling. If delivered late in person, delivery will be refused; if delivered late by mail, each such late proposal will be returned to its respective sender.

Proposals will be opened on October 13, 2006 at 5 PM EST in the offices of DCAM.

DCAM will not accept any information or materials submitted after the Submission Deadline unless said information or materials are provided in response to DCAM's written request for such information or materials.

These requirements will be strictly enforced. Proposers are cautioned to hand-deliver their proposals or allow sufficient time for their proposals to be received by mail or other delivery service, particularly given the increased security in entering the building.

Telecopied or electronically mailed (emailed) proposals will not be accepted. The DCAM time stamp shall be conclusive and dispositive as to the timeliness of the receipt of a proposal.

Contents of Proposal

All proposals must include the following materials and information and must satisfy the following requirements:

1. Proposal Cover Sheet

The proposal must include a completed and signed Proposal Cover Sheet. (Appendix B).

2. FCC License

The proposal must include a copy of the proposer's current FCC license.

3. Rent Proposal

The proposal must include a completed Rent Proposal Form (Appendix C).

4. Application Fee

An application fee of \$5,000, in the form of a company check of the proposer, must be included with the proposal. If the proposal is accepted, the fee will be applied to the deposit required. In the event the proposal is rejected, the check will be returned to the proposer.

5. Description of Proposed Installation

- The proposal must include a narrative describing the proposed installation, including identification of all telecommunications equipment to be installed in the site, the location of that equipment, design plans, proposed utility services, and other pertinent data. The proposal must include a description of the commercial purpose for which the equipment is used.
- The proposal must include a diagram of the proposed installation with a photograph or drawing of the proposed antennas and equipment, if available. In considering design options, stealth installations are encouraged but may not be required in the sole discretion of Landlord.
- The proposal must include a completed "Schedule of Equipment and Uses."

6. Project Financing

The proposer must provide a statement of the proposed method of financing the project. Financing information must be sufficient to demonstrate the proposer's ability to finance the project and must include the following:

- Audited financial statements for proposer's last fiscal year or reasonable substitute and explanation why audited statements are not available.
- A three year history of income and expenses for the proposing entity and/or its parent company, and for each general partner, principal, affiliate or owner that will participate in the project.

7. Implementation Plan and Project Schedule

Proposals must include:

- A list of required local, state and Federal land use, environmental, operational and other regulatory permits and approvals. It is the responsibility of the proposer to determine whether or not the project will comply with current zoning by-laws and, if not, what variances, special permits or modifications are required.
- A project schedule for securing necessary permits and approvals, and for performing all design and installation work necessary to make the Site fully operational for the permitted use under the lease.
- A proposed maintenance regimen and capital program of capital repairs, replacements and/or improvements during the entire term of the lease that can be tracked and documented for the purpose of keeping the equipment in good working condition as well as predicting scheduled access to the grounds, building and equipment.

8. Proposer

The proposal must include the following information concerning the proposing telecommunications company and the individuals to be involved in the project and their experience:

- The name, address, and telephone number of the proposer and the name of any representative authorized to act on his/her behalf. The name of the contact to whom all correspondence should be addressed, and the names and primary responsibilities of each principal of the telecommunications company and of each person who will have management responsibility for the site.
- If the proposer is not an individual doing business under his/her name, the submission must describe the status of the organization (whether a non-profit

or charitable institution, a general, limited or limited liability partnership, a corporation, a limited liability company, or a joint venture) and indicate the jurisdiction in which it is registered to do business.

- The exact legal nature of the entity to be named as Tenant in the Lease.
- A summary of the proposer's experience, collectively and individually, with similar projects, containing an explanation of the proposer's ability to pursue permits, financing, engineering, design, and construction.
- Identification of each principal, partner, co-venturer or subdeveloper participating in the project, and the nature and share of each participant's ownership in and compensation from the project.
- Confirmation that no local, state, or federal taxes are due and outstanding for the proposer and for the proposed Tenant, if different than the proposer.
- Identification of any SOMWBA-certified Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) that will have equity shares in the project, and any SOMWBA certified MBE and/or WBE firms the proposer intends to contract with to provide services or materials to the project.
- A Disclosure Statement, including complete information regarding any legal or administrative actions past, pending, or threatened, that could relate to the conduct of the proposer's (or its principal's or its affiliate's) business and /or its compliance with laws and other governmental requirements.

9. References

- Proposers must provide a list and brief description of similar projects, and the proposer's role in the projects, which have been successfully undertaken by the proposer within the past five years, and provide the name and telephone number of a reference for each.
- Proposers must provide banking references.
- The Commonwealth reserves the right to contact any references submitted. Include the name and telephone number of the contact person for each reference.

10. MBE/WBE Participation

DCAM encourages, to the greatest extent possible, the active and meaningful equity participation of Minority Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) as certified by the State Office of Minority and Women Business Assistance (SOMWBA). DCAM also encourages proposers to utilize MBE and WBE firms to provide services and/or materials to the project

and service provision and materials provision opportunities for women and minorities. Proposers should state all MBE and WBE participation in the project.

11. Additional Information

In its consideration of proposals, the Commonwealth reserves the right to request additional information from any or all proposers.

SECTION 6 *SELECTION PROCESS AND CRITERIA*

The proposers will be evaluated, based upon the information provided in a proposer's submission in accordance with the submission requirements of this RFP, and any amendments thereto, any interviews, references and additional information requested by DCAM and DPH; any other information from publicly available and verifiable sources; and any other information in the possession of DCAM and/or DPH.

In the selection process, DCAM and DPH reserve the right to negotiate with any or all proposers, to waive any minor informalities in proposals, to reject any or all proposals and to reject portions of proposals and to select other proposals, or to issue a new request for proposals, for any reason deemed appropriate by DCAM and DPH in order to serve the best interests of the Commonwealth.

DCAM and DPH will follow a three-step selection process to select several Tenants.

First, all responsive proposals (i.e. those that are received by DCAM by the submission deadline) will be reviewed for completeness. Any proposal that is submitted by a proposer who does not hold a current FCC license or which does not contain all material items required by this RFP will be deemed non-qualifying and will not be evaluated further. Then, following a review of the proposals that are timely and otherwise properly submitted, DCAM and DPH may choose to conduct interviews with selected proposers. The purpose of any interview will be to clarify proposals and evaluate the proposer's expertise and proposed installation.

Second, qualifying proposals will be evaluated to determine whether or not (i) the proposed installation and related equipment on the Site appears to be feasible; and (ii) whether or not the proposer appears to have the qualifications and financial capacity to perform as proposed and meet the obligations of the Tenant under the Lease. The proposer's financial strength will be evaluated, including without limitation, the quality of banking references, documented availability of credit and ability to meet operating and capital expenditures.

Third, feasible proposals submitted by companies that appear to be qualified and capable of performing will be evaluated to determine which proposal for the Site provides the greatest financial benefit to the Commonwealth. After meeting all of the criteria above, the highest bidder, as determined by a net present value calculation performed with a uniform discount rate will be chosen to occupy the most favorable position on rooftop and facade and will be afforded the most favorable position and/or space within the site sufficient to locate an equipment shelter or cabinet. Landlord reserves the right to negotiate any bid which in its discretion is below market value.

It is the intention of DCAM and DPH to execute a Lease with the selected proposer for the Site as expeditiously as possible. Therefore, when DCAM provisionally designates a Tenant in writing, application fees become non-refundable and DCAM shall prepare the documents necessary for final execution of a Lease Agreement.

SECTION 7 QUESTIONS DURING THE PROPOSAL PERIOD

All questions during the Proposal Period must be submitted, in writing before September 15, 2006 at 12 noon. **Please include a correct email address for responses.** Questions should be directed to:

Ms. Mary Gardill
Project Manager
DCAM
One Ashburton Place 15th Floor
BOSTON, MA 02108-1511

Marygardill@state.ma.us

Telephone: 617-727-8090 ext. 508

Fax: 617-727-6074

DCAM will reply to appropriate questions received as soon as possible and before September 23, 2006 at 5 pm. To be deemed "appropriate", the questions must address a matter that requires, in the sole opinion of DCAM, interpretation or clarification by DCAM. Answers will be sent via email. Any verbal interpretations given to prospective proposers will have no authority or effect whatsoever.

SECTION 8 OTHER INFORMATION

Public Records

All proposals and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10, and Chapter 4, Section 7, Subsection 26. Any statements reserving any confidentiality or privacy rights in submitted proposals or otherwise inconsistent with these statutes are void and will be disregarded.

APPENDIX A

SITE DESCRIPTION

Lemuel Shattuck Hospital

Located in Jamaica Plain, this hospital campus is comprised of three buildings situated on approximately 13 acres of land adjacent to Franklin Park and Morton St. The hospital campus is in the vicinity of the Arborway (Rt. 203) and Route 1, a location attractive to telecommunications companies because of its proximity to an intensely traveled highway. The Primary Hospital Building is a 12 story building.

There are three sites available to a proposer:

A site is approximately 5,000 SF and includes a power plant with chimney and with area at the base sufficient to accommodate the associated equipment necessary for a telecommunications facility.

OR

The primary hospital administration building that includes the Roof, penthouses, and façade sufficient for mounted antennas. Immediately below the roof is mechanical space with unused space available to accommodate the associated radio equipment necessary for a telecommunications facility.

OR

The northwestern part of the property designated on the attachment Appendix A-1 with a site approximately 5,000 SF.

The Tenant will be responsible for the maintenance and repair of all installations on the leased site. The location and terms of access to the site will be set forth in the lease.

APPENDIX B

PROPOSAL COVER SHEET

Attached is a proposal to lease certain property owned by the Commonwealth of Massachusetts for the purpose of installation, operation and maintenance of wireless telecommunications antennas and related equipment. The undersigned proposes to lease premises from the Commonwealth of Massachusetts upon the terms and conditions specified in this proposal, which is submitted in response to the Request for Proposals issued by the Division of Capital Asset Management (DCAM).

I have read, understand, and agree to comply with the terms and conditions set forth in DCAM's Request for Proposals dated, November 20, 2002, including without limitation, the obligation to execute a lease including, but not limited to, those terms and conditions outlined in Section 4 of the RFP, *Lease Information and Guidelines*.

I agree that all expenses related to the preparation of this proposal are at the proposer's sole expense, including any costs related to any brokerage or third party representation engaged by the proposer.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without fraud or collusion with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I have attached three full copies of the proposal.

_____	_____
(Signature)	(Date)
Print Name: _____	
Organization: _____	
Address: _____	
Telephone: _____	

APPENDIX C

RENT PROPOSAL

To DCAM:

The undersigned FCC licensed wireless telecommunications service provider proposes to enter into a lease in the form attached to the October 13, 2006. Request for Proposals issued by DCAM for premises at the following Site):

Lemuel Shattuck Hospital

The total ten-year rent proposed is \$_____, payable in advance in annual installments as follows:

Year 1	\$_____	Year 6	\$_____
Year 2	\$_____	Year 7	\$_____
Year 3	\$_____	Year 8	\$_____
Year 4	\$_____	Year 9	\$_____
Year 5	\$_____	Year 10	\$_____

Deposit: \$_____

Minimum Three Month's Rent

(Signature) _____ (Date)
Print Name: _____
Organization: _____

APPENDIX D

MEPA AGREEMENT

The undersigned in partial consideration and as a condition to the lease of a portion of Commonwealth land and improvements at The Lemuel Shattuck Hospital in Jamaica Plain, Massachusetts (the "Land") acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations"), then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the Land was acquired from the Commonwealth within five years of the lease shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land leased from the Commonwealth extends to all aspects of the project undertaken on such Land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five years after the execution and delivery of the lease.

This agreement survives the execution of the lease and binds the undersigned and its successors and assigns.

Executed under seal

By:_____

By:_____

Print Name:_____

Title:_____

Date:_____

Received By The Commonwealth of
Massachusetts Division of Capital
Asset Management and Maintenance

By:_____

Print Name:_____

Title:_____

Date:_____

APPENDIX E

ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

Lemuel Shattuck Hospital Site Inspection

The undersigned, in consideration of being allowed to enter upon property of the Commonwealth of Massachusetts (the "Commonwealth"), assumes each and every risk of any and all personal injury, including death, and/or of any property damage, including loss, that occurs during any examination, inspection, and/or other presence by the undersigned, and/or by any consultant and/or contractor of the undersigned, and the undersigned agrees to protect, defend, indemnify, and hold the Commonwealth and its employees, contractors, and agents blameless and harmless with respect to any and all of the same, and to repair and/or restore, to the reasonable satisfaction of the Commonwealth, and to indemnify the Commonwealth with respect to any damage to and/or any loss of any property of the Commonwealth with respect such entry. Before entering the property of the Commonwealth, the undersigned shall execute and date this agreement and deliver it to the Division of Capital Asset Management and Maintenance with a certificate of the insurance coverage required by Attachment 1 to this agreement.

(Signature)

(Date)_____

Print Name: _____

Organization:

APPENDIX F

The Proposer must complete the Lease Agreement with any proposed changes in the RIDER and submit prior to the deadline with the proposer's complete submission.

THIS OFFICIAL FORM MUST NOT BE ALTERED.
ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.

LEASE AGREEMENT

WIRELESS TELECOMMUNICATIONS FACILITY

DATED _____, 2006, between

**THE COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH ITS DIVISION
OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, AS LANDLORD**

and

_____, **AS TENANT**

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EXHIBITS

<i>Exhibit A-1</i>	PREMISES LOCATION PLAN AND ACCESS ROUTE
<i>Exhibit A-2</i>	PREMISES DEVELOPMENT PLAN
<i>Exhibit B</i>	RENT SCHEDULE
<i>Exhibit C-1</i>	IMPROVEMENTS
<i>Exhibit C-2</i>	SCHEDULE OF EQUIPMENT AND USES
<i>Exhibit D</i>	INSURANCE REQUIREMENTS
<i>Exhibit E</i>	NOTICE OF LEASE

TENANT'S BENEFICIAL-INTEREST-DISCLOSURE STATEMENT

MEPA AGREEMENT

THIS OFFICIAL FORM MUST NOT BE ALTERED.
ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.

**COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
LEASE AGREEMENT
WIRELESS TELECOMMUNICATIONS ANTENNAS**

The Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance ("***Landlord***"), having its offices at One Ashburton Place, 15th Floor, Boston, Massachusetts 02108-1511, Attention: Office of the General Counsel, and _____ ("***Tenant***"), with an address at _____, enter into this lease agreement dated _____, 2006 (this "***Lease***"). ***Landlord*** and ***Tenant*** are collectively referred to in this ***Lease*** as the "***Parties***."

PREAMBLE

The Asset Management Board of the Commonwealth of Massachusetts (the "***AMB***") has authorized the Division of Capital Asset Management and Maintenance ("***DCAM***") to lease to wireless telecommunications service providers for the purpose of installing, operating, and maintaining antennas and related equipment, certain state property located at the campus of Shattuck Hospital _____ (collectively, the "***Premises***"), said campus sometimes being referred to in this ***Lease*** as "the property of which the ***Premises*** are a part"; the location of the ***Premises*** are more particularly described in ***Exhibit A-1*** and ***Exhibit A-2***, each of which is attached to and made a part of this ***Lease***.

Tenant desires to lease the ***Premises*** for the purposes of:

- (i) installing, operating, and maintaining an antenna, antennas, or a monopole and related equipment, cables, and all other appurtenances necessary for the operation thereof together with associated transmission lines and mounting apparatus;
- (ii) placing, maintaining, and operating an equipment shelter or cabinets for the housing of communications equipment in conjunction with the telecommunications antennas and related equipment; and
- (iii) obtaining a right of pedestrian and vehicular access to the ***Premises*** and access for utilities.

In consideration of the mutual covenants and promises contained in this ***Lease***, ***Landlord*** and ***Tenant*** agree as follows:

1. DEFINITIONS.

The following terms-of-art, whenever capitalized, in bold-italics, and used in this ***Lease***, have the following meanings:

“**AMB**” has the meaning set forth in the Preamble.

“**Business Day**” means any day except a Saturday, a Sunday, and a day on which the main reception desk of **Landlord** on the 15th Floor of One Ashburton Place in Boston, Massachusetts (or wherever said reception desk may be relocated during the **Term**) is not open to the public because of an official holiday, any other reason, or no reason.

“**Carrier**” and “**Carriers**” have the meanings set forth in § 11.1.

“**DCAM**” has the meaning set forth in the Preamble.

“**Expiration Date**” has the meaning set forth in § 4.1.

“**Event of Default**” and “**Events of Default**” have the meanings set forth in § 14.1.

“**First Extended Term**” has the meaning set forth in § 4.2.

“**Governmental Approvals**” has the meaning set forth in § 7.1.

“**Governmental Authority**” means the United States of America, the Commonwealth of Massachusetts, the City of Boston, the County of Suffolk and any political subdivision thereof, and any agency, department, commission, board, bureau, or instrumentality of any of them.

“**Hazardous Materials**” means those substances defined or classified as a “hazardous substance”, “toxic substance”, “hazardous material”, “hazardous waste”, “hazardous pollutant” or “toxic pollutant”, or otherwise denominated as hazardous, toxic or a pollutant in: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (“**CERCLA**”); (B) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as amended (“**RCRA**”); (C) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended (“**Chapter 21C**”); (D) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended (“**Chapter 21E**”); (E) any other federal, state or local law or ordinance addressing the protection of human health, safety, welfare or the environment, as amended (“**Other Environmental Laws**”); or (F) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or Other Environmental Laws, as amended.

“**Improvements**” has the meaning set forth in § 6.1.

“**Landlord**” has the meaning set forth in the paragraph that immediately precedes the Preamble.

“**Lease**” has the meaning set forth in the paragraph that immediately precedes Preamble.

“**Lease Commencement Date**” has the meaning set forth in § 4.1.

“**Original Uses**” has the meaning set forth in **Exhibit C-1**.

“**Parties**” has the meaning set forth in the paragraph that immediately precedes the Preamble.

"Permitted Uses" has the meaning set forth in § 6.1.

"Premises" has the meaning set forth in the Preamble and in § 2.1.

"Rent" has the meaning set forth in § 5.

"Rent Commencement Date" has the meaning set forth in § 5.2.

"Second Extended Term" has the meaning set forth in § 4.2.

"Site Manager" has the meaning set forth in § 11.

"Tenant" has the meaning set forth in the paragraph that immediately precedes the Preamble.

"Term" has the meaning set forth in § 4.1.

2. LEASE OF PREMISES

2.1 **Landlord** leases to **Tenant**, and **Tenant** leases from **Landlord**, the **Premises**, consisting of an area in which to erect an antenna, antennas, or a monopole and construct the associated equipment necessary to operate a telecommunications facility, all as shown in **Exhibit A-1** and in **Exhibit A-2** (collectively, the **"Premises"**). Subject to the provisions of §§ 5.4 and 17, **Tenant** is permitted to sublease or to license space on **Tenant's** monopole to other telecommunications companies.

2.2 In addition to being subject to the other provisions of this **Lease**, the leasing of the **Premises** is subject to (a) any facts that an accurate survey or personal inspection of the **Premises** would show, (b) the condition and state of repair of the **Premises** as of the **Lease Commencement Date**, (c) easements, covenants, and restrictions of record affecting the **Premises**, if any, and (d) present and future laws, regulations, and orders of all **Governmental Authority** having jurisdiction over the **Premises** or the use or improvement of the **Premises** during the **Term**.

2.3 **Tenant** represents that it has been given an opportunity to conduct an independent examination of the **Premises**, and to conduct such feasibility tests as **Tenant**, in **Tenant's** sole discretion, deemed necessary or advisable, and that **Tenant** has satisfied **Tenant** that the **Premises** are suitable for the **Permitted Uses** under this **Lease** and **Tenant's** operations. **Landlord** makes no warranty or representation, express or implied, as to the condition of the **Premises**, or their suitability for the uses permitted under this **Lease**. **Tenant** understands and agrees that **Tenant** leases the **Premises** as-is.

3. ACCESS TO PREMISES

3.1 **Tenant** has 24-hours-a-day, seven-days-a-week vehicular, pedestrian, and utility access to the **Premises** for **Tenant** and **Tenant's** agents, provided that such access is via the route(s) designated in **Exhibit A-1** only. **Tenant** agrees to comply with any security/access notification requirements as **Landlord** or **Landlord's** designee reasonably imposes from time to time. **Tenant** has no right under this **Lease** to access any other portions of the property of which the **Premises** are a part.

4. TERM

4.1 The duration of this **Lease** is ten years (the "**Term**"), beginning at 12:01 AM on the date that appears immediately before the Preamble of this **Lease** (the "**Lease Commencement Date**"), and ending at 11:59 PM on the date that immediately precedes the tenth anniversary of the **Lease Commencement Date** (the "**Expiration Date**"), unless this **Lease** is terminated sooner as provided in §§ 14 and 15.

4.2 **Tenant** has two options to extend the **Term**. If exercised, (i) each option would extend the **Term** for five years (respectively, the "**First Extended Term**" and the "**Second Extended Term**"), (ii) the **First Extended Term** would begin on the tenth anniversary of the **Lease Commencement Date**, and (iii) the **Second Extended Term** would begin on the fifteenth anniversary of the **Lease Commencement Date**. An extension is not effective until **Tenant** complies with the provisions of G. L. c. 7, § 40J.

4.2.1 Each option must be exercised separately by **Tenant** as follows: Not more than 12 months and not less than 9 months before the end of the **Term**, in the case of exercising the option for the **First Extended Term**, and not more than 12 months and not less than 9 months before the end of the **First Extended Term**, in the case of exercising the option for the **Second Extended Term**, **Tenant** must give written notice to **Landlord** that **Tenant** desires to exercise the option, provided that (a) **Tenant** may not exercise the option if there is any default by **Tenant** under this **Lease** that remains uncured after the applicable cure period, (b) the exercise of the option is subject to the approval and consent of **Landlord** set forth in a notice by **Landlord** to **Tenant** within 90 days after **Landlord's** receipt of **Tenant's** timely notice, provided that **Landlord**, in **Landlord's** sole discretion, may withhold consent and approval for any reason or for no reason, and (c) if the option for the **First Extended Term** is not exercised for any reason or for no reason, or if **Landlord** does not consent to and approve of the exercise of such option for any reason or for no reason, the option for the **Second Extended Term** expires simultaneously with the expiration of the option for the **First Extended Term**.

4.2.2 It is understood and agreed by **Tenant** that **Landlord** may condition **Landlord's** approval and consent of the exercise of the option by **Tenant** upon modification of provisions of this **Lease**, including, by way of example only, the provisions of § 5, provided that **Landlord** and **Tenant** must agree to each such modification not more than 90 days after **Landlord's** receipt of **Tenant's** timely notice that **Tenant** desires to exercise the option. Failure to so agree results in the expiration of such option.

4.3 If **Landlord** does not approve and consent, in accordance with clause (b) of § 4.2.1 of this **Lease**, to **Tenant's** timely and otherwise proper exercise of the option, and if neither **Landlord** nor **Tenant** gives notice of termination at least 30 days before the end of the **Term** or of the **First Extended Term**, as the case may be, **Tenant** continues, after the last day of the **Term** or of the **First Extended Term**, as the case may be, as a tenant-at-will on a month-to-month basis, and each of the provisions of this **Lease**, other than the provisions of § 4.2, survive during such month-to-month tenancy-at-will, except that **Tenant** must pay the **Rent** in advance on the first day of each 30-days' period after the end of the **Term** or of the **First Extended Term**, as the case may be, beginning with the day that immediately follows the last day of the **Term** or of the **First Extended Term**, as the case may be, for as long as the month-to-month tenancy-at-will continues, in a monthly amount equal to 125% of one-twelfth of the annual **Rent** most recently provided by **Exhibit B** to this **Lease**.

5. RENT

5.1 Subject to § 4.3 of this **Lease**, **Tenant** must pay **Rent** for the **Premises**, in advance, annually and in accordance with the schedule that is **Exhibit B** to this **Lease**, provided that **Rent** may be increased in accordance with (a) § 6.3 of this **Lease**, (b) any other applicable provision of this **Lease**, and (c) any modification of this **Lease**.

5.2 **Rent** for year 1 of the **Term** is payable in full on the earlier to occur of (a) the date that is six months after the **Lease Commencement Date** or (b) ten **Business Days** after the date on which the appropriate **Governmental Authority** issues a building permit to **Tenant** with respect to the **Improvements** to be constructed and Installed on the **Premises** in accordance with §§ 6.1, 6.2, and 6.3 of this **Lease** (the "**Rent Commencement Date**").

5.2.1 **Landlord** and **Tenant** acknowledge and agree that **Tenant** submitted a check for a \$_____ application fee with **Tenant's** proposal for this **Lease** (the "Proposal"), that said check was deposited by **Landlord** upon **Landlord's** conditional selection of the Proposal, and that said application fee is deemed nonrefundable, except that if the appropriate **Governmental Authority** does not approve the **Permitted Uses** and this **Lease** is consequently terminated, the application fee must be returned to **Tenant**.

5.2.2 Upon **Tenant's** execution of this **Lease**, said application fee is deemed to be a nonrefundable deposit, except that if the appropriate **Governmental Authority** does not approve the **Permitted Uses** and this **Lease** is consequently terminated, the deposit must be returned to **Tenant**.

5.2.3 **Rent** for year 1 of the **Term** is prorated, based upon the number of days remaining in year 1 of the **Term**, from and including the **Rent Commencement Date**, and continuing through and including the last day of year 1 of the **Term**. Accordingly, on the **Rent Commencement Date**, **Tenant** must pay **Landlord** the prorated **Rent** for year 1 of the **Term**, in advance.

5.2.4 **Rent** for years 2 through 10 of the **Term** is payable, in full (subject to § 5.2.3 of this **Lease**), on or before each anniversary of the **Lease Commencement Date**.

5.3 **Tenant** must give **Landlord** written notice confirming the date on which said building permit is issued to **Tenant**, which notice must include a copy of such building permit. At **Landlord's** request, **Tenant** must confirm, in writing, the **Rent Commencement Date**.

5.4 Subject to the provisions of § 17, **Tenant** is permitted to sublease or to license space on **Tenant's** monopoly on the **Premises** to other telecommunications companies. For each lease year or partial lease year under this **Lease** that each such sublease and each such license is in effect, the annual **Rent** set forth on **Exhibit B** must be increased by \$_____ annually for each such subtenant and for each such licensee, with the first annual **Rent** increase being payable, in full, in accordance with § 17.1. After the first payment of each annual **Rent** increase, each annual **Rent** increase is payable, in full, on or before each anniversary of the **Lease Commencement Date**, concurrently with **Rent** that is payable in accordance with § 5.2.4. No such **Rent** increase is prorated for any year of the **Term**.

6. PERMITTED USES; IMPROVEMENTS; HAZARDOUS MATERIALS; MBE/WBE PARTICIPATION

6.1 Subject to the requirements of all **Governmental Approvals**, applicable laws, and the other provisions of this **Lease**, **Tenant** has the right, at **Tenant's** sole cost, expense, and risk, to construct, install, maintain, replace (subject to § 6.3), and operate, on the **Premises**, the **Improvements** that are more particularly shown and described in **Exhibits A-2, C-1, and C-2**.

6.2 The construction, installation, repair, and maintenance of the **Improvements** must be performed in accordance with the provisions of this **Lease**, in a first-class, workmanlike manner by competent contractors possessing all necessary licenses. Before **Tenant** begins to operate **Tenant's** antennas, **Tenant**, at **Tenant's** sole expense, must furnish **Landlord** with a certification from **Tenant's** licensed design engineer and a separate certification from an independent registered professional engineer, each confirming that each of the **Improvements**, as installed, conforms in all respects to **Exhibits A-2, C-1, and C-2**, that the installation is correct and appropriate, that adequate and sufficient conduits are available for **Tenant's** future installations, and that the electrical capacity at the **Premises** and at the property of which the **Premises** are a part has not been compromised. Said independent registered professional engineer must be subject to the prior written approval of **Landlord**, which approval must not be unreasonably withheld, delayed, or conditioned.

6.3 **Tenant** may not, at any time during the **Term**, construct, install, or operate any improvements on the **Premises** that are different from or in addition to the **Improvements** shown and described in **Exhibits A-2, C-1, and C-2**, or move or modify any such **Improvements** without the prior written approval of **Landlord**, which **Landlord** may withhold in **Landlord's** sole discretion. **Landlord** has the right to condition any such approval by **Landlord** upon an increase of **Rent** or a modification of some other part of this **Lease**, or both. As part of such approval process, **Tenant**, at **Tenant's** expense, and in addition to the information that accompanies **Tenant's** request for **Landlord's** approval, must provide **Landlord** with a certification by an independent registered professional engineer that confirms that **Tenant's** proposal is correct and appropriate, as to the **Premises** and **Permitted Uses**. Before **Tenant** begins to operate any such different, additional, moved, or modified improvements on the **Premises**, **Tenant**, at **Tenant's** sole expense, must furnish **Landlord** with a certification by **Tenant's** licensed design engineer and a separate certification from an independent registered professional engineer, each confirming that each of the different, additional, moved, or modified improvements, as installed, conforms in all respects to the original or to the updated and revised **Exhibits A-2, C-1, and C-2**, as the case may be, that **Tenant** must provide, at **Tenant's** expense, to **Landlord**. Said independent registered professional engineer is subject to the prior approval of **Landlord**, which approval must not be unreasonably withheld, delayed, or conditioned. If **Tenant** is found by **Landlord** to have any non-permitted improvements on the **Premises**, or if any of **Tenant's** improvements are found not to be in conformity with the requirements of this **Lease**, then, upon written notice from **Landlord**, **Tenant** must immediately take action to terminate such non-permitted use and remove any and all associated equipment. If **Tenant** fails to take appropriate action, **Landlord** may take such action as is reasonably necessary to eliminate the non-permitted use at **Tenant's** cost. The foregoing rights of **Landlord** are in addition to those set forth in §§ 14 and 15.

6.4 **Tenant** covenants and agrees, for **Tenant** and **Tenant's** employees, contractors, agents, and invitees, not to store, release, or dispose of any **Hazardous Materials** at, on, or under the **Premises**, or transport any **Hazardous Materials** to or from the **Premises**, provided, however, that **Tenant** may bring upon the **Premises** and use, in accordance with their safety labeling, all applicable laws, and the highest standards in the industry for the storage, use, and

disposal of such **Hazardous Materials**, those **Hazardous Materials** that are reasonably necessary for **Tenant** to perform **Tenant's** obligations under this **Lease** and use the **Premises** for the purposes permitted by this **Lease**. **Tenant** must promptly notify **Landlord**, in writing, of all releases that are known to **Tenant** of **Hazardous Materials** on the **Premises** and on the property of which the **Premises** are a part, and of any orders or notices of any kind that are received by **Tenant** from any **Governmental Authority** relating to the presence or suspected presence of any **Hazardous Materials** on the **Premises** and on the property of which the **Premises** are a part. It is the responsibility of **Tenant**, at **Tenant's** sole cost and expense, to ensure that any and all necessary action is taken to fully remediate any release of **Hazardous Materials** arising from the acts or omissions of **Tenant**, **Tenant's** employees, contractors, agents, and invitees, and to obtain compliance with all orders and directives received from any **Governmental Authority** pertaining to the storage, use, transportation, or disposal of **Hazardous Materials** by such parties. If **Tenant** or any employee, contractor, agent, or invitee of **Tenant** releases or disposes, or causes the release or the disposal of, any **Hazardous Materials** at, on, or under the **Premises** and the property of which the **Premises** are a part, and provided **Tenant** fails to cure same in accordance with the provisions of § 14, then such failure is an Event of Default. In addition, **Landlord** represents and warrants to **Tenant** that **Landlord** has no knowledge of any **Hazardous Materials** on the **Premises**. **Tenant** has no responsibility for the identification, investigation, monitoring, remediation, and cleanup of **Hazardous Materials** on the **Premises** as of the **Lease Commencement Date** unless the presence or release of the **Hazardous Materials** is caused by the activities of **Tenant** or of any employee, contractor, agent, or invitee of **Tenant**.

6.5 **Landlord** encourages, to the greatest extent possible, the active and meaningful equity participation of Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs), as certified by the State Office of Minority and Women Business Assistance (SOMWBA). **Landlord** also encourages **Tenant** to use, to the greatest extent possible, MBEs and WBEs to provide services and materials.

6.6 At anytime during the **Term**, the **First Extended Term**, the **Second Extended Term**, and any month-to-month period provided by § 4.3 of this **Lease**, **Landlord** has the right to require **Tenant**, at **Tenant's** sole cost and expense, to retain the services of an independent registered professional engineer to provide (1) plans of improvements stamped by an independent registered professional engineer, (2) oversight of **Tenant's** installation and inspection of **Tenant's** of conduits and equipment, and (3) consultation in the case of any building-related or energy-related questions with respect to **Tenant's** initial installation and any subsequent modification that is made pursuant to § 6.3 of this **Lease**.

7. APPROVALS CONTINGENCY

7.1 It is understood and agreed that **Tenant's** ability to use the **Premises** is contingent upon **Tenant** obtaining, at **Tenant's** own expense, all of the certificates, permits and other approvals that may be required by any Federal, state and local authorities for **Tenant** to use the **Premises** for the purposes of this **Lease** ("**Governmental Approvals**").

7.2 **Landlord** must cooperate with **Tenant**, at no expense to the **Landlord**, in **Tenant's** efforts to obtain such **Governmental Approvals** and must take no action which would adversely affect the status of the **Premises** with respect to the use proposed by **Tenant** unless **Landlord** reasonably determines that such action is necessary to protect the **Premises** or **Landlord's** ability to dispose of or develop the property of which the **Premises** are a part.

7.3 **Tenant** agrees that **Tenant** must notify **Landlord** of **Tenant's** receipt of such **Governmental Approvals** and provide **Landlord** with a true copy of each within ten **Business Days** after receipt.

7.4 Throughout the **Term** and, if applicable, throughout the **First Extended Term** and the **Second Extended Term**, **Tenant** must provide **Landlord** with a copy of each license and permit, and of each renewal and extension thereof, issued to **Tenant** or to **Tenant's** affiliate by the FCC with respect to **Tenant's Permitted Uses** and **Improvements** on the **Premises**.

7.5 If **Tenant** is unable to obtain all necessary **Governmental Approvals** by the date that is 18 months after the **Lease Commencement Date** so that **Tenant** is unable to use the **Premises** for **Tenant's** intended purposes, **Tenant** or **Landlord** has the right to terminate this **Lease** upon ten **Business Days** written notice to the other.

7.6 All fees paid to the resulting termination date are retained by **Landlord**, but all fees allocable on a prorata basis to the period subsequent to the termination must be refunded to **Tenant**.

7.7 Upon such termination, this **Lease** is null and void, and the **Parties** have no further obligations, including the payment of money to each other, except for **Tenant's** obligation to remove any **Improvements** and restore the **Premises** and the property of which the **Premises** are a part, as set forth in § 8.

8. REMOVAL OF IMPROVEMENTS; RESTORATION OF PREMISES AND THE PROPERTY OF WHICH THE PREMISES ARE A PART

8.1 All antennas, monopoles, and other equipment, including transmission lines and any equipment shelter or cabinet (but excluding utility infrastructure), that are brought onto the **Premises** by **Tenant** remain **Tenant's** personal property and, at **Tenant's** option, may be removed by **Tenant** at any time during the **Term**, but no later than 60 days after the **Expiration Date** or after the date on which this **Lease** is otherwise terminated. Any property of **Tenant** that is not removed within such 60-days' period becomes the property of **Landlord**, and **Landlord** (or **Landlord's** agents) may remove, store, dispose of, or permit others to use such property in **Landlord's** sole discretion, and neither **Landlord** nor any party acting on **Landlord's** behalf has any liability whatsoever to **Tenant** for such removal, disposal, or use of **Tenant's** property. **Tenant** must reimburse **Landlord** on demand for the reasonable costs of removing and disposing of **Tenant's** property (and restoring the **Premises** and the property of which the **Premises** are a part), whether incurred by **Landlord** or incurred by others for the benefit of **Landlord**.

8.2 Nothing in the foregoing paragraph gives **Tenant** a right to hold over or to keep **Tenant's** antennas or equipment on the **Premises** after the **Expiration Date** or any other termination date. Without waiving or limiting any of **Landlord's** other rights or claims for damages under this **Lease**, **Tenant** remains liable to **Landlord** for the performance of all of **Tenant's** obligations under this **Lease**, including the payment of **Rent**, up to the date **Tenant** actually vacates the **Premises**.

8.3 Upon the **Expiration Date** or other termination of this **Lease**, **Tenant**, in addition to removing **Tenant's** property, must perform all work necessary to restore the **Premises** and the property of which the **Premises** are a part to their condition as of the **Lease Commencement Date**, including, at **Landlord's** option, removal of utility lines, conduits,

connections, and infrastructure installed by **Tenant**, reasonable wear and tear, and damage from the elements, casualty, and eminent domain excepted.

9. UTILITIES; TAXES

9.1 **Tenant** is responsible for utilities allocable to the **Premises**, for taxes allocable to the **Premises** because of the **Improvements**, and for taxes levied upon the **Improvements**.

9.2 **Tenant**, at **Tenant's** sole cost and expense, must arrange for **Tenant's** own separately metered utilities from the local utility companies, including the installation of all necessary utility lines, and must pay for all electric, telephone, and other utilities consumed by **Tenant**. **Tenant** agrees to install all utility lines underground, subject to the approval of the utility company. **Landlord** makes no representation or warranty as to the availability or sufficiency of any such utilities, and **Landlord** has no liability for any interruption or discontinuance of utility service. **Landlord** agrees to cooperate with **Tenant** in **Tenant's** efforts to obtain utilities from any location provided by **Landlord** including the signing of any license reasonably requested by the utility company.

9.3 **Tenant** is responsible for any taxes levied upon the **Premises** because of the **Improvements** and levied upon the **Improvements**. Consistent with §6.1, whenever "**Improvements**" is used in this **Lease**, it means the improvements that **Tenant** constructs, installs, maintains, and operates on the **Premises** at **Tenant's** sole cost and expense and that are more particularly shown and described in **Exhibits A-2, C-1, and C-2**. All tax bills are to be sent directly to **Tenant**, and **Tenant** must pay the same within ten **Business Days** after receipt or on the due date stated on the tax bill, whichever is sooner.

10. INSURANCE

10.1 During the entire **Term** of this **Lease**, **Tenant** must provide the insurance coverage required by **Exhibit D** to this **Lease**.

11. OBLIGATIONS OF TENANT REGARDING OPERATIONS

11.1 **Tenant** acknowledges and agrees that **Landlord** reserves the right to lease other portions of the property of which the **Premises** are a part, including space on any roof, any penthouse, or any existing stack, to other wireless telecommunications service providers ("**Carriers**" or, singly, "**Carrier**") for same general uses as are permitted by this **Lease**, except that **Landlord** must not permit any **Carrier** to interfere with the use and quiet enjoyment by **Tenant** of **Tenant's** rights granted under this **Lease**, and **Landlord** must include a provision in each such lease with a **Carrier**, substantially identical to the immediately following sentence, prohibiting such interference. If **Landlord** exercises such right, **Tenant** is prohibited from interfering with the use and quiet enjoyment by each **Carrier** of **Carrier's** rights granted under **Carrier's** lease with **Landlord**. Whether or not **Landlord** exercises such right, **Tenant** agrees to act as **Site Manager** and assume the following obligations, which are in addition to any other obligations of **Tenant** under this **Lease**; provided, however, that notwithstanding anything to the contrary in §11, **Tenant** is not responsible or liable to **Landlord**, or to those claiming by, through, or under **Landlord**, and **Landlord** is not responsible or liable to **Tenant**, or to those claiming by, through, or under **Tenant**, for any loss or damage arising from any act, omission, or failure to act of any other **Carrier** leasing space on the property of which the **Premises** are a part:

11.1.1 **Tenant** must install all utility lines and other utility infrastructure required to operate the **Premises** as a “cell site” for **Tenant**, as contemplated by this **Lease**.

11.1.2 **Tenant** must keep the **Premises** accessible to vehicular and pedestrian traffic by plowing and, when necessary, sanding **Tenant’s** access route shown in **Exhibit A-1** for **Tenant’s** use, and **Tenant** must coordinate and cooperate with each **Carrier** regarding the plowing and, when necessary, the sanding of access to leased portions of the property of which the **Premises** are a part.

11.1.3 **Tenant** must ensure that all antennas, transmission lines, and related equipment, including all equipment shelters or cabinets, that are located on the **Premises** and owned, rented, leased, licensed, or controlled by **Tenant** are maintained so as to keep them in good condition.

11.1.4 **Tenant** must promptly repair any damage to the **Premises**, to the property of which the **Premises** are a part, and to any equipment, improvements, and property on the **Premises** and on the property of which the **Premises** are a part that belong to any party other than **Landlord** and **Tenant** if such damage is caused by the installation or operation of the **Improvements** or by any act of **Tenant’s** employees, contractors, agents, or invitees. All leases with other **Carriers** must obligate each **Carrier** to repair any damage caused by it on the same terms as set forth in the first sentence of this subparagraph.

11.1.5 Each year during the **Term**, **Tenant** must inspect the **Premises** (a) within 30 days following the anniversary of the **Lease Commencement Date**, and (b) promptly after all weather events that could be expected to materially damage the **Premises**. **Tenant** must provide **Landlord** with a written report on the condition of the **Premises** promptly after each such inspection. Without limiting the foregoing, **Tenant** must notify **Landlord** immediately upon learning of any damage and other condition that materially impairs the structural integrity of the **Premises**, the property of which the **Premises** are a part, or both, or that threatens to interfere with the use of the **Premises** for the **Permitted Uses**.

11.1.6 **Tenant** must advise and consult with **Landlord** regarding the placement of antennas and equipment of additional **Carriers** on the property of which the **Premises** are a part during the **Term**.

11.1.7 **Landlord** agrees that all leases with other **Carriers** must obligate such **Carriers** to remove their property and restore their leased premises and the property of which their leased premises are a part on substantially the same terms as set forth in § 8, and it is the duty and obligation of such **Carriers** to remove their property and restore their leased premises and the property of which their lease premises are a part.

11.2 Annually, at **Tenant’s** expense and in compliance with Technology Bulletin 65 promulgated by the FCC Office of Engineering, **Tenant** must cause an independent, licensed consultant to perform a radio-frequency emissions test for the measurement of low-level ionized radiation on the **Premises** and the property of which the **Premises** are a part. **Tenant** must file the results of each test with **Landlord** within ten days after the results become available to **Tenant**.

11.3 **Tenant** must notify **Landlord** within five **Business Days** after **Tenant** learns that any investigation, by the FCC or by any other **Governmental Authority**, pertaining to

Permitted Uses, any equipment, or Government Approvals, or to two or all of them, is underway or is anticipated, regardless of whether such investigation may result in a reprimand, a censure, or a warning, or a suspension or a revocation of any license or permit. In addition, **Tenant** must keep **Landlord** concurrently informed of all material developments in the investigation, as **Tenant** becomes aware of the same.

12. NONINTERFERENCE; SPECIFIC INDEMNIFICATION

12.1 **Tenant** agrees that none of **Tenant's** activities may obstruct or interfere with any current use of the property of which the **Premises** are a part. **Tenant** further agrees that **Tenant** must not hereafter, during the **Term**, modify or seek to modify **Tenant's** use of the **Premises** or **Tenant's** activities on the **Premises** in any way that obstructs or interferes with the use of the property of which the **Premises** are a part by **Landlord** or by any other **Carrier** on such property at the time of such modification. Within 24 hours after receiving written notice *via* facsimile-telecopier transmission from **Landlord** that **Tenant's** activities are causing any such obstruction or interference, **Tenant** must take appropriate action to eliminate the obstruction or interference. If **Tenant** fails to take appropriate action, **Landlord** may take such action as is reasonably necessary to eliminate the obstruction or interference, including the termination of any of **Tenant's** particular activities, at **Tenant's** cost. The foregoing rights of **Landlord** are in addition to those set forth in § 13.

12.2 **Tenant** has satisfied **Tenant** and represents and warrants to **Landlord** that no such obstruction or interference with transmitting or receiving results to any current **Carrier** with equipment on the property of which the **Premises** are a part. **Tenant** agrees to indemnify, hold harmless, and defend **Landlord** against any damages, including reasonable attorneys fees, arising out of such obstruction or interference with respect to uses that are in effect as of the **Lease Commencement Date**, and against such damages arising out of **Tenant's** modification of **Tenant's** uses or activities with respect to uses in effect as of the date of modification, all under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G.L. c. 12, §3,.

12.3 **Tenant** further agrees that if **Tenant's** activities, either singly or in combination with the activities of other existing **Carriers**, violate any public health standard of **Governmental Authority**, **Tenant** must immediately take appropriate action to remedy the violation, including, if other action fails to provide a remedy, shutting down **Tenant's** transmitting activities, except for intermittent testing. In the absence of immediate appropriate action by **Tenant**, **Landlord** may take appropriate action on **Landlord's** own and at **Tenant's** cost, including the halting of any of **Tenant's** activities (except for intermittent testing), in order to remedy the violation. If **Tenant's** activities are terminated for any reason under § 12.3, **Landlord** and **Tenant** each has the option, upon five-days' written notice, to terminate this **Lease**.

13. ASSUMPTION OF RISK; GENERAL INDEMNIFICATION; ENVIRONMENTAL INDEMNIFICATION

13.1 To the fullest extent permitted by law, **Tenant** agrees that **Tenant** uses the **Premises** at **Tenant's** risk, and **Landlord** is not liable to **Tenant** for any loss or damage to vehicles, equipment, or other personal property of **Tenant** that are brought upon the property of which the **Premises** are a part.

13.2 **Tenant** accepts complete liability for the acts, omissions, and negligence of **Tenant** and **Tenant's** officers, agents, contractors, employees, and invitees while present upon

the property of which the **Premises** are a part, or while exercising any of **Tenant's** rights and obligations under this **Lease**. **Tenant** must indemnify, defend with counsel reasonably acceptable to **Landlord**, and under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, and keep and save **Landlord** harmless from and against all suits, claims, damages, losses, liabilities, and expenses, including, but not limited to, attorneys fees, that are caused by, or arise out of, result from, or are incidental to, any act, failure to act, or negligence of **Tenant**, **Tenant's** officers, employees, agents, contractors, and invitees, to the full extent allowed by the laws of the Commonwealth of Massachusetts and not beyond any extent that would render these provisions void or unenforceable. **Tenant** must give prompt notice to **Landlord** in the event of any injury or damage to persons or property occurring on or about the **Premises**, and of any injury to persons or property, or claim made against **Tenant**, or suit brought against **Tenant** arising out of **Tenant's** exercise of **Tenant's** rights under this **Lease**, provided that the same is known to **Tenant**.

13.3 In any and all claims against **Landlord** by **Tenant**, **Tenant's** agents, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, **Tenant's** indemnification obligation under § 13 is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for **Tenant** or any agent under worker's compensation acts, disability benefits acts, or other employee benefit acts.

13.4 **Tenant** must indemnify, defend with counsel reasonably acceptable to **Landlord** and under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, and keep and save **Landlord** harmless from and against all suits, claims, damages, losses, liabilities, and expenses, including but not limited to, attorneys fees, arising out of the use, release, disposal, or transportation of **Hazardous Materials** on, to, or from the **Premises** or the property of which the **Premises** are a part by **Tenant**, **Tenant's** employees, agents, contractors, and invitees. The indemnification provided by this paragraph covers, without limitation, reasonable costs incurred in connection with any investigation of site conditions and any cleanup work, and any diminution in the value of the **Premises**, the property of which the **Premises** are a part, or both. The foregoing environmental indemnity survives the **Expiration Date** or other termination of this **Lease**.

14. DEFAULT BY TENANT; REMEDIES OF LANDLORD

14.1 The following are "**Events of Default**" by **Tenant** under this **Lease**:

14.1.1 **Tenant** fails to pay, when due, any sum of money due to **Landlord** hereunder, whether such sum be an installment of **Rent** or any other payment or reimbursement due **Landlord** by the provisions of this **Lease**, and such failure continues for a period of ten **Business Days** after written notice from **Landlord**.

14.1.2 **Tenant** fails to perform fully any other agreement or obligation of **Tenant** under this **Lease** and does not cure such failure within 30 days after written notice from **Landlord** reasonably specifying such failure, or for those failures which cannot be cured within such thirty 30-days' period, if **Tenant** has failed to commence such cure within said 30-days' period and thereafter to diligently and continuously prosecute such cure to completion.

14.1.3. **Tenant's** FCC license expires, is revoked, or is suspended.

14.2 Upon the occurrence of an Event of Default by **Tenant**, in addition to any other remedies available to **Landlord** at law or in equity, **Landlord** has the right to terminate this **Lease** upon not less than five-**Business-Days'** notice to **Tenant**. Upon such termination, this **Lease** comes to an end as fully and completely as if the termination date stated in such notice were the **Expiration Date**, and **Tenant** must quit and surrender the **Premises**, remove the **Improvements**, and restore the **Premises** and the property of which the **Premises** are a part, all as provided herein, provided that such termination does not relieve **Tenant** of any liability for damages arising out of such **Event of Default**.

14.3 Upon termination of this **Lease** by **Landlord** pursuant to § 14, **Tenant** must pay to **Landlord** the **Rent** payable by **Tenant** up to the effective date of such termination, and **Tenant** remains liable for any breach of **Tenant's** obligations under this **Lease** occurring before the date of termination. **Tenant** must also pay **Landlord**, as damages, the reasonable costs of terminating this **Lease** and recovering the **Premises**. In addition, **Landlord** may, at **Landlord's** option, have either of the following remedies in addition to all other rights and remedies provided at law or in equity, or elsewhere in this **Lease**:

14.3.1 **Landlord** may recover as damages, in addition to any other sums or damages for which **Tenant** may be liable to **Landlord**, a sum of money equal to the then present value of the **Rent** (as reasonably determined by **Landlord**) that would, but for such termination, have become due under this **Lease** during the remainder of the **Term**.

14.3.2 **Landlord** may recover as damages, in addition to any other sums or damages for which **Tenant** may be liable to **Landlord**, the total of the **Rent** that would, but for such termination, have become due under this **Lease** during the remainder of the **Term**, said damages to be paid by **Tenant** to **Landlord** in the same manner and at the same time as if this **Lease** had not been terminated.

14.4 **Landlord** agrees that if this **Lease** is terminated pursuant to § 14, **Landlord** must use reasonable efforts, subject to all public procurement requirements, to relet the **Premises** to another **Carrier** on substantially the same provisions and conditions as set forth in this **Lease**, except for the **Term**, provided that **Landlord** is not required to relet the **Premises** if **Landlord** determines that doing so would interfere with any plans of **Landlord** to dispose of or redevelop the property of which the **Premises** are a part. In calculating the damages due from **Tenant**, **Tenant** must be credited with the amount of any **Rent** received by **Landlord** from a reletting of the **Premises** after deducting all reasonable expenses incurred by **Landlord** in connection with such reletting.

15. SPECIAL TERMINATION RIGHTS OF LANDLORD AND TENANT; RELOCATION OF PREMISES AND IMPROVEMENTS

15.1 **Landlord** and **Tenant** acknowledge (i) that the **Premises** are located on and are a part of an active campus. Accordingly, **Landlord** and **Tenant** understand and agree that, notwithstanding any other provision of this **Lease**, **Landlord** may terminate this **Lease** upon not less than 365-days' prior written notice to **Tenant** if **Landlord** determines, in **Landlord's** sole and absolute discretion, that the continuation of this **Lease** interferes with **Landlord's** plans for the disposition, the development, or the redevelopment of such property of which the **Premises** are a part or of any part thereof. If this **Lease** is terminated pursuant to §15.1, and if **Tenant**, as of the giving of written notice of termination, has prepaid **Rent** for the lease-year in which the effective date of termination occurs, then **Tenant** must receive, within thirty days after the effective date of termination, a prorated refund of prepaid **Rent** for the period that begins on the day immediately after the effective date of termination and ends on the last day of the lease-

year for which **Rent** has been prepaid. If this **Lease** is terminated pursuant to § 15.1, and if **Tenant**, as of the giving of written notice of termination, has not prepaid **Rent** for the lease-year in which the effective date of termination occurs, then, on the **Rent**-due date that immediately follows the giving of written notice of termination, **Tenant** must pay prorated **Rent** for the period that ends on the effective date of termination. **Landlord** agrees that **Landlord** must endeavor to keep **Tenant** apprised of **Landlord's** plans for the redevelopment of such property of which the **Premises** are a part, but no failure on the part of **Landlord** to provide **Tenant** with any such information limits or otherwise affects in any way the special termination rights of **Landlord**.

15.2 **Landlord** and **Tenant** also acknowledge that (i) **Landlord** is not obligated by this **Lease** to make any repairs or improvements whatsoever to, and to perform any maintenance whatsoever upon, the improvements, any other portion of the **Premises**, and the property of which the **Premises** are a part, and (ii) **Tenant** is not obligated by this **Lease** to make structural repairs to any roof, any penthouse, or any existing stack (or any portion thereof) in and upon which the **Improvements** are located (the "Structures") except to repair damage caused by **Tenant** or those acting under **Tenant**. Accordingly, if any of the Structures is or are destroyed or suffers material structural damage from a natural disaster or any other cause other than an act or omission of **Tenant**, or of **Tenant's** officers, agents, contractors, employees, or invitees so that any of the Structures is or are no longer suitable for the uses permitted by this **Lease**, then **Tenant** may, at **Tenant's** option, (i) repair the damage at **Tenant's** sole cost and expense, provided that any such repair work is subject to the prior written approval of **Landlord**, which approval may contain reasonable conditions for undertaking such work, or (ii) terminate this **Lease** upon not less than 15-days' prior written notice to **Landlord**, provided that any claim by **Landlord** (or by any person or entity claiming under or through **Landlord**) for personal injury, death, property loss, or property damage survives such termination.

15.3 Upon termination of this **Lease** by either **Landlord** or **Tenant** pursuant to §15, this **Lease** comes to an end as fully and completely as if the termination date stated in the notice of termination were the **Expiration Date**, and **Tenant** must quit and surrender the **Premises**, remove the **Improvements**, and restore the **Premises** and the property of which the **Premises** are a part, all as provided by this **Lease**.

15.4 Rather than terminate this **Lease** pursuant to §§ 15.1, 15.2, or 15.3, **Landlord** has the right, upon a 180-days' notice to **Tenant**, to relocate the **Premises** to another portion of the property of which the **Premises** are a part and to require **Tenant** to relocate all **Improvements** to the relocated **Premises** upon certification, within 30 days after such notice is given, by an independent registered professional engineer that the proposed relocations are adequate and appropriate for **Permitted Uses** and **Improvements**. Upon receipt of such notice from **Landlord**, **Tenant**, at **Tenant's** sole expense, must engage the services of an independent registered professional engineer forthwith so that said engineer can timely provide such certification. Said independent registered professional engineer is subject to the prior written approval of **Landlord**, which approval must not be unreasonably withheld, delayed, or conditioned. If the independent registered professional engineer certifies that the proposed relocations are inadequate and inappropriate for **Permitted Uses** and **Improvements**, **Tenant** must not be required to relocate, and §§ 15.1, 15.2, and 15.3 are applicable unless **Landlord** determines in accordance with the next sentence that the **Premises** and **Improvements** must not be relocated. Within 30 days after certification of inadequacy and inappropriateness, **Landlord** either (a) must notify **Tenant** that the locations of the **Premises** and **Improvements** are not to be relocated or (b) must proceed to terminate this **Lease** in accordance with § 15. **Tenant** agrees that in addition to the costs of the services of an independent registered professional engineer pursuant to § 15.3, **Tenant** must solely bear the costs of and responsibility for any relocation of **Improvements**.

16. ASSIGNMENT

16.1 **Tenant** may, without **Landlord's** consent, assign **Tenant's** interest in this **Lease** or any part thereof, or any or all of **Tenant's** right, title, and interest in and to any or all of the **Improvements**, to any parent, affiliate, or subsidiary of **Tenant**, or to any party controlling, controlled by, or in common control with **Tenant**, or to any party acquiring substantially all of the assets of **Tenant**. **Tenant** must not otherwise assign any of **Tenant's** rights or obligations, or delegate **Tenant's** duties under this **Lease**, and any attempted assignment or delegation is ineffective and, in the sole discretion of **Landlord**, may result in termination of this **Lease**. An assignment or delegation pursuant to §16.1 is subject to the following: (i) **Tenant** must notify **Landlord** of the proposed assignment or delegation at least 90 days before the proposed effective date of the proposed assignment or delegation; (ii) simultaneously with the giving of notice, **Tenant** must pay a nonrefundable fee of not less than \$_____ to **Landlord**, provided that **Landlord** has the right to increase this fee in **Landlord's** sole discretion; and (iii) **Tenant** must provide true and complete copies of the audited financial statements of the proposed assignee or delegate with said notice and said nonrefundable fee.

16.2 Subject to § 16.1, **Tenant** acknowledges that **Landlord** retains the unrestricted right to refuse to consent to any assignment of rights or delegation of duties under this **Lease**, and that **Tenant's** rights are personal in nature.

16.3 Subject to § 16.1, it is specifically acknowledged and agreed by **Tenant** that **Landlord** may condition **Landlord's** consent to any assignment or delegation upon such standards, provisions, and conditions (including, by way of example only, and not by way of limitation, the payment by **Tenant** of a nonrefundable fee to **Landlord**) as **Landlord**, in **Landlord's** sole discretion, deems appropriate, whether or not the same may be considered customary, usual, or commercially reasonable. **Landlord**, in **Landlord's** sole discretion, may condition the approval of any assignment or delegation upon such amendments to this **Lease** as **Landlord** deems appropriate.

16.4 Any transaction, whether by pledge, sale, assignment, or otherwise, that results in a change-of-control in the ownership of **Tenant** or of **Tenant's** parent (e.g., a transfer of more than 50% of the equity of **Tenant** or of **Tenant's** parent) is an assignment for purposes of this **Lease** and is subject to this § 16.

17. SUBLEASES AND LICENSES

17.1 **Tenant** may sublease or license space to **Carriers** on **Tenant's** monopoly for the same general uses as are permitted by this **Lease**, provided that **Rent** increases in accordance with § 5.4 with the addition of each subtenant and each licensee, further provided that each **Carrier** is required to provide its own equipment shelter or cabinet, further provided that each sublease and each license is subject to the prior, written, unconditional approval of **Landlord**, further provided that a counterpart of each such sublease and of each such license must be provided by **Tenant** to **Landlord** within ten **Business Days** after the execution and delivery thereof, and that each such **Rent** increase must be paid simultaneously by **Tenant** to **Landlord** upon such provision of a counterpart.

17.2 Regarding each sublease and each license, **Tenant** agrees to act as **Site Manager** and agrees that the obligations of **Site Manager** that are delineated in § 11.1 are applicable to § 17.1, provided that **Tenant** is responsible and liable to **Landlord**, and to those claiming by, through, and under **Landlord**, for any loss, damage, or both arising from each act,

omission, and failure to act of each other **Carrier** subleasing or licensing space on **Tenant's** monopole.

18. NOTICES

18.1 Unless otherwise expressly permitted under this **Lease**, all notices given under this **Lease** must be (i) in writing, (ii) signed by a duly authorized representative of the party giving notice, and (iii) given by hand-delivery (including, without limitation, courier, Federal Express, or other overnight-delivery service), or mailed by United States certified mail, return receipt requested. All fees required for the delivery of any notice must be prepaid by the party giving such notice. Notices must be sent and addressed to **Landlord** and **Tenant** at the following respective addresses:

If to **Landlord**: Office of the General Counsel
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1511

If this **Lease** permits a notice to be given by facsimile-telecopier transmission, such notice must be sent to 617-727-8082.

With a copy to:

If this **Lease** permits a notice to be given by facsimile-telecopier transmission, such notice copy must be sent to _____.

And with a copy to:

Office of Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1511

If this **Lease** permits a notice to be given by facsimile-telecopier transmission, such notice copy must be sent to 617-727-1028.

If to **Tenant**:

If this **Lease** permits a notice to be given by facsimile-telecopier transmission, such notice must be sent to _____.

CONTINUED ON THE NEXT PAGE.

With a copy to:

If this **Lease** permits a notice to be given by facsimile-telecopier transmission, such notice must be sent to _____.

18.2 **Landlord** and **Tenant** may, by notice given hereunder, at any time designate a different address and number for facsimile-telecopier transmissions to which notices are sent. Notices sent as aforesaid are deemed given for all purposes (a) on the date shown on the receipt for delivery, or (b) on the date of refusal to accept delivery or on the date of failure to attain delivery, or (c) on the date and at the time of the sending of a confirmed facsimile-telecopier transmission.

19. MISCELLANY

19.1 **Counterparts.** This **Lease** may be executed in one or more counterparts, each of which is an original.

19.2 Authority of Signatories / Representations and Warranties

19.2.1 **Landlord** warrants and represents to **Tenant** that the person(s) executing, on behalf of **Landlord**, (i) this **Lease**, (ii) any exhibit to this **Lease**, (iii) any modification of this **Lease**, and (iv) any document that is ancillary to or required by this **Lease** is (are) authorized to act in such capacity and to fully bind **Landlord** by doing so.

19.2.2 **Tenant** warrants and represents to **Landlord** that the person(s) executing, on behalf of **Tenant**, (i) this **Lease**, (ii) any exhibit to this **Lease**, (iii) any modification of this **Lease**, and (iv) any document that is ancillary to or required by this **Lease** is (are) authorized to act in such capacity and to fully bind **Tenant** by doing so.

19.3 **Estoppel.** At any time upon 30-days' prior written notice from the other, **Landlord** and **Tenant** must execute, acknowledge, and deliver to the other a statement in writing (i) confirming that this **Lease** is unmodified and in full force and effect (or if modified, stating the nature of such modification), (ii) stating the date to which **Rent** is paid, and (iii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party, or specifying such defaults if any are claimed.

19.4 **Entire Agreement.** This **Lease** contains all of the agreements, promises, and understandings between **Landlord** and **Tenant** with respect to the subject matter covered by this **Lease**, and there are no oral agreements, promises, or understandings, other than those set forth in this **Lease**. Any modification of the provisions of this **Lease** is void and ineffective unless made in writing and signed by the **Parties**.

19.5 **Annexed Exhibits and Other Documents.** Each exhibit other document that is annexed to this **Lease** is an integral part of this **Lease**.

19.6 **Governing Law.** This **Lease** and the performance by **Landlord** and **Tenant** under this **Lease** are governed, interpreted, construed, and regulated by the laws of the

Commonwealth of Massachusetts. **Landlord** and **Tenant** agree that all complaints or litigation in connection with this **Lease** must be brought only in a federal or state court of competent jurisdiction within the Commonwealth of Massachusetts.

19.7 **Interpretation**. Unless otherwise specified, the following rules of construction and interpretation apply: (a) captions are for convenience only and in no way define or limit the construction of the provisions and conditions of this **Lease**; and (b) use of the “including” means “including but not limited to.”

19.8 **Successors**. This **Lease** inures to the benefit of and binds the heirs, personal representatives, successors, and approved assigns of the **Parties**.

19.9 **Time of the Essence**. Time is of the essence to this **Lease**.

19.10 **Recording**. Neither party is to record this **Lease**. Upon the request of **Tenant**, **Landlord** agrees to execute a notice of lease substantially in the form of **Exhibit E**. Such notice of lease must be prepared at the sole cost and expense of **Tenant**. **Tenant** may record such notice of lease at **Tenant**'s sole cost and expense.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and **Tenant** have executed multiple counterparts of this **Lease**, under seal in accordance with the laws of the Commonwealth of Massachusetts, the Commonwealth of Massachusetts having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who incurs no personal liability as a result of such signature.

**LANDLORD: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH ITS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: _____
_____, Commissioner

TENANT: _____

By: _____
Name and Title: _____

Approved, as to matters of form:

_____, Deputy General Counsel
Division of Capital Asset Management and Maintenance

PROPOSERS MUST SUBMIT ANY PROPOSED MODIFICATIONS TO THE LEASE ON THIS FORM AND SUBMIT THOSE MODIFICATIONS ON THIS FORM AS PART OF THEIR PROPOSALS. PLEASE ATTACH ADDITIONAL PAGES TO THIS PAGE IF NEEDED. DCAM WILL NOT CONSIDER PROPOSED MODIFICATIONS TO THE LEASE THAT ARE SUBMITTED AFTER THE SUBMISSION DEADLINE FOR PROPOSALS.

RIDER TO LEASE

DATE OF LEASE: _____, 2005

LANDLORD: The Commonwealth of Massachusetts acting by and through its
Division of Capital Asset Management and Maintenance

TENANT: _____

PREMISES: See ***Exhibit A*** to this ***Lease***.

PREMISES ADDRESS: _____

Modify this ***Lease*** as follows:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and **Tenant** have executed multiple counterparts of this Rider, under seal in accordance with the laws of the Commonwealth of Massachusetts, the Commonwealth of Massachusetts having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who incurs no personal liability as a result of such signature.

**LANDLORD: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH ITS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By:

David B. Perini, Commissioner

TENANT:

By:

Name and Title:

Approved, as to matters of form:

R. Edward Buice, Deputy General Counsel
Division of Capital Asset Management and Maintenance

Exhibit A-1

PREMISES LOCATION PLAN AND ACCESS ROUTE

Exhibit A-2

PREMISES DEVELOPMENT PLAN

Exhibit B

RENT SCHEDULE

The total ten-years' **Rent** is \$_____, payable in advance in annual installments as follows:

Year 1	\$_____	Year 6	\$_____
Year 2	\$_____	Year 7	\$_____
Year 3	\$_____	Year 8	\$_____
Year 4	\$_____	Year 9	\$_____
Year 5	\$_____	Year 10	\$_____

Rent increases for each sublease and for each license in accordance with §§ 5.4 and 17.1 of this Lease:

§ 5.4 of this **Lease** provides as follows:

5.4 Subject to the provisions of § 17, **Tenant** is permitted to sublease or to license space on **Tenant's** monopole on the **Premises** to other telecommunications companies. For each lease year or partial lease year under this **Lease** that each such sublease and each such license is in effect, the annual **Rent** set forth on **Exhibit B** must be increased by \$_____ annually for each such subtenant and for each such licensee, with the first annual **Rent** increase being payable, in full, in accordance with § 17.1. After the first payment of each annual **Rent** increase, each annual **Rent** increase is payable, in full, on or before each anniversary of the **Lease Commencement Date**, concurrently with **Rent** that is payable in accordance with § 5.2.4. No such **Rent** increase is prorated for any year of the **Term**.

§ 17.1 of this **Lease** provides as follows:

17.1 **Tenant** may sublease or license space to **Carriers** on **Tenant's** monopole for the same general uses as are permitted by this **Lease**, provided that **Rent** increases in accordance with § 5.4 with the addition of each subtenant and each licensee, further provided that each **Carrier** is required to provide its own equipment shelter or cabinet, further provided that each sublease and each license is subject to the prior, written, unconditional approval of **Landlord**, further provided that a counterpart of each such sublease and of each such license must be provided by **Tenant** to **Landlord** within ten **Business Days** after the execution and delivery thereof, and that each such **Rent** increase must be paid simultaneously by **Tenant** to **Landlord** upon such provision of a counterpart.

Exhibit C-1

IMPROVEMENTS

[THE FOLLOWING IS THE FINAL PARAGRAPH OF *Exhibit C-1*.]

Landlord reserves the right to modify any of these specifications if it deems such modification necessary or desirable to protect or enhance the operation of the property.

Exhibit C-2

SCHEDULE OF EQUIPMENT AND USES

A complete itemization of equipment being brought to the **Premises** must be provided by **Tenant** and inserted in this **Lease**, immediately following this page, before commencement of construction.

Exhibit D

INSURANCE REQUIREMENTS

Tenant must purchase and maintain such insurance as protects **Tenant** and **Landlord** from claims that may arise out of or result from **Tenant's** operations under this **Lease**, whether such operations be by **Tenant** or by any agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Tenant must purchase and maintain during the **Term**:

- A. Insurance sufficient to discharge **Tenant's** obligations under all applicable workers' or workmen's compensation laws.
- B. Employer liability insurance with a minimum limit per accident or disease of \$100,000.
- C. Statutory disability and other employee benefit insurance.
- D. Commercial general liability insurance including a comprehensive broad form endorsement covering the full scope of **Tenant's** activities under this **Lease** with limits not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate for personal injury and death, and \$1,000,000 per occurrence and in the aggregate for property damage. Such insurance must include at least the following:
 - 1. All products, **Premises**-operations, and completed operations liability, independent contractors liability, additional interests of employees liability, and incidental medical malpractice liability, including notice of occurrence and knowledge of occurrence endorsements satisfactory to **Landlord**.
 - 2. Blanket contractual liability insurance covering all liabilities assumed under this **Lease**.
 - 3. Personal injury coverage endorsement coverages A, B, and C with no exclusions for liability assumed contractually or injury sustained by employees of **Tenant**, invitees or agents of **Tenant**.
 - 4. Broad form coverage for damage to property of **Landlord**, as well as other third parties, while in the care, custody, or control of **Tenant**.
 - 5. Before **Tenant** does any blasting on or for the **Premises**, **Tenant** or **Tenant's** agents must present evidence to **Landlord** that blasting damage is included in **Tenant's** insurance coverage.
- E. **Tenant** and any agents must also purchase and maintain umbrella for excess liability insurance containing coverage no less restrictive than that required above. The umbrella policies must contain minimum total occurrence and aggregate coverage of \$1,000,000.

Insurance similar to that required of **Tenant** must be provided by or on behalf of all agents of **Tenant** to cover their operations performed under this **Lease**. **Tenant** is held responsible for compliance with and enforcement of the insurance requirements and for any modifications of these insurance requirements as they apply to agents of **Tenant**. **Tenant** must not permit any agent to commence work until such agent has furnished evidence that insurance has been procured and certificates of insurance have been obtained by **Tenant**.

Insurance certificates acceptable to **Landlord** evidencing the above coverages are to be furnished to **Landlord** before or concurrent with the execution of this **Lease**. Such certificates and all insurance policies required by these Insurance requirements must contain provisions requiring at least 30-days' prior written notice to **Landlord** of any cancellations of the policies or material changes in the requirements of this exhibit that result in noncompliance with such requirements (an agreement to "endeavor" to provide such notice is not acceptable). Certificates must indicate effective dates and dates of expiration of the policies, and must refer to the corresponding subparagraphs listed above.

All insurance policies provided pursuant to the foregoing provisions of these insurance requirements must be in the form and written by companies reasonably satisfactory to **Landlord**, and **Landlord** must be named as an additional insured. All such policies must contain provisions or endorsements necessary to assure coverage of claims by one insured against another.

All required insurance policies are to be endorsed to state that **Tenant's** policies must be primary to all insurance available to **Landlord** for liability arising out of or resulting from **Tenant's** operations under this **Lease**, whether such operations be by **Tenant** or by an agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

The purchase of insurance to satisfy the above requirements, or the furnishing of certificates evidencing same, is not a satisfaction of **Tenant's** liability under this **Lease** or in any way modify **Tenant's** indemnification of **Landlord**.

Without limitation of any other provisions of this **Lease**, if (a) **Tenant's** agreement herein to insure or to name **Landlord** as an additional insured with respect to contractual liability assumed by **Tenant** under the provisions of this **Lease**, or (b) any contract of insurance between **Tenant** or any agent and **Tenant's** or their insurance company, is to any extent be or be determined to be void or unenforceable, it is the intention of the **Parties** that such circumstances must never otherwise affect the validity or enforceability of **Tenant's** agreements and obligations under this **Lease** nor the validity and enforceability of such contract of insurance, each of which are to be enforced to the fullest extent permitted by law.

In any emergency affecting the safety of persons or property, **Tenant** must act to prevent threatened damage, injury, or loss, and must, as promptly as conditions permit, notify insurance carriers and **Landlord** or **Landlord's** representatives of the nature of the emergency and circumstances related thereto. Immediately thereafter, **Tenant** or **Tenant's** agent(s) must prepare a written report setting forth in detail the action taken and describing in detail all circumstances and conditions which are related to such action.

Exhibit E

Notice of Lease

In accordance with G. L. c. 183, § 4, as amended, notice is hereby given of the following-described lease:

Landlord: _____

Tenant: _____

Date of execution: _____

Description of the leased premises:

A portion of the premises described in the real estate records in the Town/City of _____, County of _____, at Book _____, Page _____.

Term of Lease: _____ years.

Extensions: _____ additional _____ year term.

Date of Commencement: _____

Landlord: COMMONWEALTH OF MASSACHUSETTS acting by and through its DIVISION
OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By: _____
_____, Commissioner

Tenant: _____

By: _____
Name: _____
Its: _____

CERTIFICATES OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)(
COUNTY OF SUFFOLK)(ss.

On _____, 20____, before me, the undersigned notary public,
personally appeared _____, proved to me
through satisfactory evidence of identification to be the person whose name is signed on the
preceding or attached document, and acknowledged to me that said person voluntarily signed
said document for the purpose stated within said document.

COMMONWEALTH OR STATE OF _____)(
COUNTY OF _____)(ss.

On _____, 20____, before me, the undersigned notary public,
personally appeared _____, proved to me
through satisfactory evidence of identification to be the person whose name is signed on the
preceding or attached document, and acknowledged to me that said person voluntarily signed
said document for the purpose stated within said document.

TENANT'S BENEFICIAL-INTEREST-DISCLOSURE STATEMENT

Pursuant to G. L. c. 7, §40J¹, the undersigned _____, _____ of
(Name) (Title)
_____ certifies the following:

(Full name(s) of ***Tenant***, as ***Tenant's*** name(s) appear(s) in this ***Lease***)

- (1) DESCRIPTION & ADDRESS OF LEASED PREMISES:
- (2) TERM OF LEASE From: _____ to: _____
- (3) LANDLORD NAME: Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance.
- (4) TENANT NAME AND ADDRESS:
- (5) Name and address of **all** persons who have or will have a direct or indirect beneficial interest in the leasehold interest (including prospective purchasers, assignees, etc.). **Please note: do not write "none," "N/A," etc. Attach additional pages, if needed.**

NAME

ADDRESS

- (6) **None** of the above natural persons disclosed in item 5 is an employee of the Division of Capital Asset Management and Maintenance ("DCAM") or an official elected to public office in the Commonwealth of Massachusetts, **except** as listed below. **Please note: if none, write "none"; do not leave blank.**

NAME

DCAM OR PUBLIC-OFFICE TITLE

- (7) The undersigned further agrees that a new Disclosure Statement must be made in writing, under penalty of perjury, during the ***Term*** in case of any change of interest in such property, within thirty days of such change.

Signed under the penalties of perjury on _____, 20____.

¹ "No agreement to rent ... real property from a public agency, and no renewal or extension to such agreement, shall be valid ... unless a statement, signed, under penalties of perjury, has been filed by the lessee, ... and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance." (G. L. c. 7, §40J).

MEPA AGREEMENT

The undersigned in partial consideration and as a condition to this lease of a portion of Commonwealth land and improvements at the campus of _____ (this "**Lease**"), which campus is comprised of a number of structures on land situated in _____, Massachusetts, (the "Land"), acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations"), then before "Commencement of Construction" as defined under the MEPA Regulations, the undersigned must file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and must complete the MEPA process. In any such filing, the fact that the Land was acquired from the Commonwealth within five years of this **Lease** must be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land leased from the Commonwealth extends to all aspects of the project undertaken on such Land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five years after the execution and delivery of this **Lease**.

This agreement survives the execution of this **Lease** and binds the undersigned and its successors and assigns.

Executed under seal.

By: _____
Name: _____
Title: _____
Date: _____

Received by the Commonwealth of Massachusetts
acting by and through its Division of Capital Asset
Management and Maintenance

By: _____
Name: _____
Title: _____
Date: _____